MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA DEPARTMENT OF LABOR

Adult, Dislocated Worker, and Youth (WIOA Title I)
Wagner-Peyser Employment Services (WIOA Title III)
Jobs for Veterans' State Grants (JVSG) (38 USC Chapter 41)
Trade Adjustment Assistance (TAA)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on July 1, 2020 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and **the Nebraska Department of Labor** (PARTNER), for the services referenced above through the American Job Center (AJC).

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (GNWDA) (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

(1) Background and Services

Legal Authority

WIOA sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the AJC Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among AJC Partners is governed by WIOA sec. 121(h), its implementing regulations, the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, and 2 CFR part 2900.

Parties to the MOU

This MOU is executed between the GNWDB, PARTNER, and CEOB. They are collectively referred to as the "Parties" to this MOU.

American Job Center network PARTNERs include:

Partner Program	Partner	Signatory Official
Adult, DLW, & Youth	NE Dept. of Labor	John Albin
Adult Education	NE Dept. of Education	Tate Lauer
	Central Community College	
	Southeast Community College	
Career & Technical Education	Central Community College	Dr. Matthew Gotschall
	Mid-Plains Community College	Ryan Purdy
	Northeast Community College	Dr. Leah Barrett
	Southeast Community College	Dr. Paul Illich
	Western NE Community College	Bill Knapper
Community Services Block Grant	Blue Valley Community Action Partnership	Shari Wurtz-Miller
	Central Community Action Partnership	Cheryl Holcomb
	Community Action Partnership of Mid-NE	Meredith Collins
	Northeast NE Community Action Partnership	Robin Snyder
	Southeast NE Community Action Partnership	Vicky McNealy
Housing and Urban Development	Fairbury Housing Authority	Twilya L'Ecuyer
	Scotts Bluff County Housing Authority	Nancy Bentley
Job Corps	Pine Ridge Job Corps	Tammy Calamari

Partner Program	Partner	Signatory Official
Jobs for Veterans' State Grants	NE Dept. of Labor	John Albin
Migrant & Seasonal Farmworker	Proteus	Jody Stutzman
Native American Programs	Ponca Tribe	Larry Wright, Jr.
	Winnebago Tribe	Esther Mercer
Reentry Employment Opportunities	Siouxland Human Investment Partnership	Matt Ohman
Senior Community Services Employment	National Able Network	Bridget Altenburg
TANF & SNAP	NE Dept. of Health and Human Services	Stephanie Beasley
Trade Adjustment Assistance	NE Dept. of Labor	John Albin
Unemployment Insurance	NE Dept. of Labor	John Albin
Vocational Rehabilitation	NE Comm'n for the Blind & Visually Impaired	Carlos Servan
	NE Dept. of Education- NE VR	Lindy Foley
Wagner-Peyser Employment Services	NE Dept. of Labor	John Albin

Purpose and Scope of the MOU

The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other PARTNER programs and entities operating in the GNWDA create a seamless, customer-focused American Job Center network that aligns service delivery across the board and enhances access to program services. By realizing AJC opportunities together, PARTNERs are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the AJCs in the GNWDA. The GNWDB provides local oversight of workforce programming for the GNWDA.

The GNWDB, with the agreement of the CEOB, has competitively selected, and/or will select, a One Stop Operator (OSO) for the GNWDA, as further outlined in the OSO section.

The AJC Operating Budget and Infrastructure Funding Agreement (IFA) establish a financial plan, including terms and conditions, to fund the services and operating costs of the GNWDA American Job Center network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the GNWDA high-standard American Job Center network.

The Vision, Mission, System Structure, Terms and Conditions, AJC Operating Budget, and IFA outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Greater Nebraska 88 county community.

The goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

Vision for the Greater Nebraska Workforce Delivery System

Vision

To deliver local coordinated, proactive, responsive and adaptable services for job seekers and employers to maximize opportunities for earning, learning, and living.

Primary to this vision are three guiding principles:

Coordinated:
The strategies are coordinated - with PARTNERs working collaboratively, sharing information, and aligning policies across programs to ensure efficiency and enhanced access.

- Common intake procedures
- Aligning terminology
- Integrating technology
- Targeted outreach
- Enhancing access to available services
- Improving data sharing and analysis
- Sharing knowledge to facilitate referrals
- Increasing co-enrollment of PARTNER-program participants

Proactive:
The strategies are proactive - anticipating future problems, needs, and changes.

- Coordinating policy development
- Cultivating public sector partnerships
- Developing and implementing sector strategies
- Promoting and targeting high wage, high skill, and high demand jobs
- Developing career pathways
- Aligning education, credentialing, and placement

Responsive and Adaptable:
The strategies are responsive and adaptable - continuously improving to meet the changing needs of job seekers and employers.

- Coordinating funding streams
- Assessing systems collaboratively to ensure continuous improvement
- Coordinating with other local and regional areas
- Targeting distribution of available funding streams
- Targeting acquisition of new funding streams and other resources
- Working closely with GNWDB
- Promoting career readiness
- Implementing continuous improvement of workforce development strategies
- Working toward continued development and dissemination of online resources

Mission

To establish a workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforce, and economic development resources across systems.

Design of Greater Nebraska's Workforce Delivery System

American Job Centers

AJCs are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued under WIOA, the AJCs offer a comprehensive array of services designed to match talent with opportunities. The local AJC system is comprised of full service AJCs as well as a network of other service delivery points. There are two (2) comprehensive AJCs and eleven (11) Nebraska Department of Labor (NDOL) offices throughout the 88 county region.

The two comprehensive AJCs are located in Beatrice and Grand Island:

Beatrice		
Karen Stohs, Employment Services Manager	Telephone:	402.223.6085
5109 W Scott Road, Suite 413	eMail:	karen.stohs@nebraska.gov
Beatrice, NE 68310	Hours:	8am-5pm, M-F
	Website:	www.dol.nebraska.gov

Grand Island		
Randy Kissinger, Regional Manager	Telephone:	308.385.6312
203 East Stolley Park, Suite A	eMail:	randy.kissinger@nebraska.gov
Grand Island, NE 68801	Hours:	8am-5pm, M-F
	Website:	www.dol.nebraska.gov

Required AJC Partners:

Required AJC Partner	Beatrice Partner	Beatrice Occupancy Status	Grand Island Partner	Grand Island Occupancy Status
Adult Education, Title 2	Southeast Community College	full-time, onsite	Central Community College	direct linkage
Adult & Dislocated Worker	NE Dept. of Labor	full-time, onsite	NE Dept. of Labor	full-time, onsite
Career & Technical Education (Postsecondary)	Southeast Community College	full-time, onsite	Central Community College	direct linkage
	Mid-Plains Community College	direct linkage	Mid-Plains Community College	direct linkage
	Northeast Community College	direct linkage	Northeast Community College	direct linkage
	Western Nebraska Community College	direct linkage	Western Nebraska Community College	direct linkage
Employment & Training (carried out under the Community Services Block Grant)	Blue Valley Community Action Partnership	direct linkage	Central Community Action Partnership	direct linkage
	Community Action Partnership of Mid-Nebraska	direct linkage	Community Action Partnership of Mid-Nebraska	direct linkage
	Northeast NE Community Action Partnership	direct linkage	Northeast NE Community Action Partnership	direct linkage
	Southeast NE Community Action Partnership	direct linkage	Southeast NE Community Action Partnership	direct linkage

Required AJC Partner	Beatrice Partner	Beatrice Occupancy Status	Grand Island Partner	Grand Island Occupancy Status
Employment & Training (carried out by Dept. of Housing & Urban Development)	Fairbury Housing Authority	direct linkage	Scotts Bluff County Housing Authority	direct linkage
Job Corps	Pine Ridge Job Corps Center	intermittent	Pine Ridge Job Corps Center	direct linkage
Jobs for Veterans' State Grants	NE Dept. of Labor	full-time, onsite	NE Dept. of Labor	full-time, onsite
Migrant & Seasonal Farmworker	Proteus	intermittent	Proteus	intermittent
Native American	Ponca Tribe	direct linkage	Ponca Tribe	direct linkage
	Winnebago Tribe	direct linkage	Winnebago Tribe	direct linkage
Rehabilitation Act of 1973, Title I, as amended by WIOA Title IV	NE Commission for the Blind & Visually Impaired	intermittent	NE Commission for the Blind & Visually Impaired	intermittent
	NE Dept. of Education, Vocational Rehabilitation	full-time, onsite	NE Dept. of Education, Vocational Rehabilitation	full-time, onsite
Second Chance Act (ex-offender)	Siouxland Human Investment Partnership	direct linkage	Siouxland Human Investment Partnership	direct linkage
Senior Community Service Employment Program (SCSEP)	National Able Network	intermittent	National Able Network	full-time, onsite
TANF and SNAP	NE Dept. of Health & Human Services	intermittent	NE Dept. of Health & Human Services	intermittent
Trade Adjustment Assistance	NE Dept. of Labor	full-time, onsite	NE Dept. of Labor	full-time, onsite
Unemployment Compensation law	NE Dept. of Labor	full-time, onsite	NE Dept. of Labor	full-time, onsite
Wagner-Peyser Act / Employment Service	NE Dept. of Labor	full-time, onsite	NE Dept. of Labor	full-time, onsite
Work, education, and training activities under Temporary Assistance for Needy Families (TANF)	NE Dept. of Health & Human Services	intermittent	NE Dept. of Health & Human Services	intermittent
Youth Services	NE Dept. of Labor	full-time, onsite	NE Dept. of Labor	full-time, onsite

Note: Occupancy status is defined in the State MOU Policy as a co-located PARTNER who is:

- intermittent: less than 50% of the time the AJC is open for business;
- part-time: more than 50% (but not 100%) of the time the AJC is open for business; or
- full-time: 100% of the time the AJC is open for business
- direct linkage: providing a direct connection at the AJC within a reasonable time, by phone or through a real-time web-based communication, to a program staff member who can provide program information or services, including career services, to the customer.

One Stop Operator

The GNWDB selected, and/or will select, the OSO, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and Local procurement laws and regulations. All documentation for the competitive OSO procurement and selection process is published, or will be published, and may be viewed on the GNWDB's website at: www.dol.nebraska.gov. The State requires that the OSO is competitively bid at least every three years and no later than every four years.

Functional details are outlined in the Roles and Responsibilities of PARTNERs section, under OSO.

Integrated Service Delivery

PARTNER Services

At a minimum, PARTNERs will make the below services available, as applicable to the program, consistent with and coordinated via the American Job Center network system. Additional services may be provided on a case by case basis and with the approval of the GNWDB and CEOB.

REQUIRED BASIC CAREER SERVICES
1. Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2. Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3. Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4. Labor exchange services, including: a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements

REQUIRED BASIC CAREER SERVICES
5. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7. Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8. Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system
9. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: a. child care; b. child support; c. medical or child health assistance available through Nebraska's Medicaid program and Children's Health Insurance Program; d. benefits under SNAP; and e. assistance through the earned income tax credit; and f. assistance under Nebraska's TANF program and other supportive services and transportation provided through TANF
10. Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

INDIVIDUALIZED CAREER SERVICES
1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: a. diagnostic testing and use of other assessment tools; and b. in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3. Group counseling
4. Individual counseling
5. Career planning
6. Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7. Internships and work experiences that are linked to careers
8. Workforce preparation activities
9. Financial literacy services
10. Out-of-area job search assistance and relocation assistance
11. English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any AJC Partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider's failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access does not mean that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

FOLLOW-UP CAREER SERVICES
Follow-up services must be provided for up to twelve (12) months after an individual's first day of employment, as appropriate.
Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

PARTNER Description of Services

Attachments A, B, C and D list basic and individualized career services to be provided by PARTNERs in the Beatrice and Grand Island American Job Centers.

Roles and Responsibilities of PARTNERs

The Parties to this MOU will work closely together to ensure that all GNWDA American Job Centers are high-performing work places with staff who will ensure quality of service.

All Parties

All Parties to this MOU shall comply with WIOA and all other applicable laws and regulations, including but not limited to the following (which may also be referenced in other sections of this MOU):

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq. (including providing access to persons with limited English proficiency);
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e;
- The Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq;
- The Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq;
- The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq;
- The Age Discrimination in Employment Act, 29 U.S.C. § 621;
- Title IX of the Education Amendments of 1972, 29 U.S.C. § 1681 et seq;
- The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125;
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603);
- all amendments to each, and
- all requirements imposed by the regulations issued pursuant to these acts.

Additionally, all parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this MOU.

Chief Elected Officials Board

The Chief Elected Official for the GNWDB is Pete Ricketts, Governor of the State of Nebraska. Governor Ricketts has appointed the Chief Elected Officials Board (CEOB) to act on his behalf. The CEOB will, at a minimum:

- In partnership with the GNWDB and other applicable PARTNERs within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local Workforce Development Boards and their PARTNERs, and that incorporates plans for each of the Local areas in the planning region,
- Approve the GNWDB budget and workforce center cost allocation plan,
- Approve the selection of the OSO following the competitive procurement process, and
- Coordinate with the GNWDB to oversee the operations of the GNWDA American Job Center network.

Greater Nebraska Workforce Development Board

GNWDB ensures the workforce-related needs of employers, workers, and job seekers in the GNWDA are met, to the maximum extent possible with available resources. The GNWDB will, at a minimum:

- In partnership with the CEOB and other applicable PARTNERs within the GNWDA, develop and submit a GNWDA local plan that includes a description of the activities that shall be undertaken by the GNWDB and its PARTNERs, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- In partnership with the CEOB and other applicable PARTNERs within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their PARTNERs, and that incorporates plans for each of the Local areas in the planning region,
- In collaboration and partnership with the CEOB and other applicable PARTNERs within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies,
- In cooperation with the CEOB and the other Local WDBs within the regional area, design and approve the American Job Center network structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible AJC locations and facilities,
  - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
  - A holistic system of supporting services, and
  - One or more competitively procured OSOs.
- Determine the role and day-to-day duties of the OSO

- In collaboration with the CEOB, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the OSO(s)
- Approve annual budget allocations for operation of the American Job Center network,
- Help the OSO recruit operational PARTNERs and negotiate MOUs with new PARTNERs,
- Leverage additional funding for the American Job Center network to operate and expand AJC customer activities and resources, and
- Review and evaluate performance of the GNWDA and OSO.

Administrative Entity

Specific responsibilities include, at a minimum:

- Assist the CEOB and the GNWDB with the development and submission of a single regional plan,
- Support the GNWDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- Provide operational and grant-specific guidance to the OSO,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare regular reports and recommendations to the GNWDB, and
- Oversee negotiations and maintenance of MOUs with AJC Partners.

One Stop Operator

The OSO will act as "functional leader" in the American Job Centers. As such, they will have the authority to organize PARTNER staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record. The OSO, through the Center Managers, will, at a minimum:

- Manage **operations**, including but not limited to:
  - Managing and coordinating PARTNER responsibilities, as defined in this MOU,
- Assist the GNWDB in establishing and maintain the American Job Center network structure. This includes but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained,
  - Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
  - Ensuring that GNWDB policies are implemented and adhered to,
  - Adhering to the provisions outlined in the contract with the GNWDB,
  - Reinforcing strategic objectives of the GNWDB to PARTNERs, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
- **Integrate systems** and **coordinate services** for the center and its PARTNERs, placing priority on customer service.
- Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
- Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team.
- Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
- The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.
- Oversee and coordinate PARTNER, program, and American Job Center network **performance**. This includes but is not limited to:
  - Providing and/or contributing to reports of center activities, as requested by the GNWDB,
  - Identifying and facilitating the timely resolution of complaints, problems, and other issues,
  - Collaborating with the GNWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements, including but not limited to, those contained in FERPA, 34 CFR 361.38, and 20 CFR part 603),
  - Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations,
  - Evaluating customer satisfaction data and proposed services strategy changes to the GNWDB based on findings.
  - Ensure that all PARTNERs within the AJC system are registered within the shared data system and that contact information is up to date for each PARTNER to enable a smooth referral flow. All referrals are done via NEworks. This allows for tracking of dates and times of referrals as well as follow-up responses from PARTNERs.

The OSO will <u>not</u> assist in the development, preparation and submission of local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate OSOs, career services providers, or Youth providers. The OSO cannot negotiate local performance accountability measures or develop and submit budgets for activities of the GNWDB. The GNWDB is responsible for the negotiated performance measures, strategic planning, budgets, and OSO oversight (including monitoring).

PARTNERs

Each PARTNER commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.
PARTNERs will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the OSO,
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,
- The design and use of common intake, assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods, as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled PARTNER meetings to exchange information in support of the above and encourage program and staff integration.

Referrals

In order to facilitate referrals, PARTNER agrees to work with the OSO to:

- Provide substantive referrals via NEworks or email for customers who are eligible for supplemental and complementary services and benefits under PARTNER programs,
- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the PARTNERs' programs represented in the GNWDA American Job Center network,
- Develop materials summarizing their program requirements and making them available for PARTNERs and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that PARTNER resources are being leveraged at an optimal level.

Referrals are tracked through NEworks. For referrals that do not originate via NEworks, the OSO will work with PARTNERs to develop a method for tracking referrals.

Outreach

The GNWDB and its PARTNERs will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each PARTNER,
- An outreach plan to the region's human resources professionals,
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- An outreach and recruitment plan for out-of-school youth,
- Sector strategies and career pathways,
- Connections to registered apprenticeship,
- A plan for messaging to internal audiences,
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

Utilization of Technology

PARTNERs can utilize NEworks, Nebraska's Official Labor Market Exchange for delivering career services. Additional, online resources include:

- O*NET Online (https://www.onetonline.org),
- H3 (http://h3.ne.gov),
- Career One Stop (https://www.careeronestop.org),
- Nebraska Department of Labor (www.dol.nebraska.gov), and
- Nebraska Career Connections (http://www.nebraskacareerconnections.org/).

The facilitation and implementation of the "common intake" and communication tool to; integrate PARTNER program services, increase co-enrollments across programs and eliminate duplication of services, will be available to PARTNERs.

When possible, PARTNERs will incorporate video conferencing and other electronic methods to promote and make services more accessible, particularly to individuals in rural areas.

Individuals with Barriers to Employment

All services are available to individuals with barriers to employment, including those with disabilities. A Limited English Proficient (LEP) plan has been established to ensure programs are accessible in multiple languages. The board in coordination with the OSO is committed to cross-training staff on how to assist individuals in general with disabilities and specifically for the blind, making Job Access with Speech (JAWS) screen readers available in each office. All facilities are physically accessible, in compliance with ADA Standards for accessible design. Reasonable accommodations and modifications are provided to individuals with disabilities when administering assessments.

Services of PARTNERs not party to the MOU

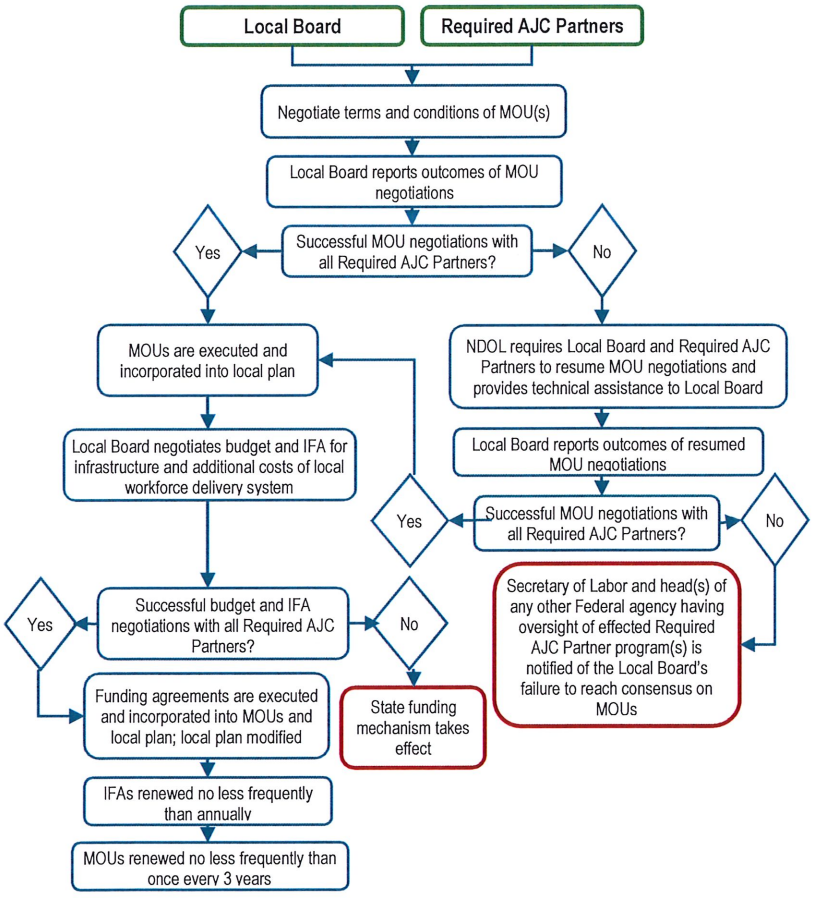
PARTNERs not party to this MOU may receive referrals from AJC required PARTNERs. The OSO will strive to incorporate these PARTNERs into the workforce system and will work to develop processes to streamline and leverage PARTNER services not covered in this MOU.

Procedure Followed by Board

The Administrative Entity, with oversight of the GNWDB, carries out MOU negotiation. The MOU and IFA were developed and/or approved by the the GNWDB. The following principles and guidelines were followed:

(1) Each MOU will be used as an essential tool for achieving a key goal of WIOA—establishing an integrated and effective workforce delivery system that produces the skilled workers needed by businesses in regional and local economies.
(2) Each MOU will reflect the shared vision and commitment of the local board, CEO, and AJC Partners to establishing and maintaining a high-quality local workforce delivery system.
(3) Each MOU will be consistent with the vision, goals, and strategies articulated in the Combined State Plan and the local board's regional and local plan.
(4) Each MOU will reflect and document in the IFA how each AJC Partner will contribute its proportionate share, relative to the benefit received by its program, for funding of infrastructure and additional costs of local workforce delivery system operations.
(5) All individuals participating in the development and negotiation of the MOU must negotiate in good faith to reach agreement and bring about a cohesive vision for and successful implementation and maintenance of the local workforce delivery system.

The illustration below depicts the process that was followed, including if a consensus is not reached when negotiating.



Service Alignment
Details about how the OSO will create service alignment is covered under OSO in Section 1, Roles and Responsibilities of PARTNERs.

(2) Term

Term of MOU
This MOU is effective July 1, 2020 through June 30, 2023 and supersedes any other memorandum of understanding previously entered into with PARTNER for the same or similar purpose or scope.

This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:
1. Exhaustion of designated fund.
2. Upon thirty days' written notice by any party to the others.
3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.

Amendments
The MOU can be amended or extended when reduced to writing and signed by the Board, CEOB and PARTNER. Amendments may be required to:
1. incorporate the IFA;
2. reflect any changes in:
   a. the signatory official of the local board, CEO, or AJC Partners; or
   b. the IFA; or
   c. as applicable, reflect final AJC Partner infrastructure cost contributions subsequent to a AJC Partner appeal to NDOL regarding infrastructure costs determined under the state funding mechanism.

Review and Renewal of IFA or MOU
The MOU and IFA shall be reviewed every three (3) years. The CEOB and the Board shall each conduct a review of the MOUs and IFAs within six (6) months of the expiration dates of the IFAs or MOUs. Any amendments that the CEOB or Board determine are necessary shall be reduced to writing and submitted to the PARTNERs. The IFAs or MOUs shall be amended in accordance with the provisions for amendments as set forth herein.

The IFA and MOU may be renewed. The CEOB and the Board may, as part of their review, approve submission of a renewal of the IFA or MOU. Any renewals of the IFAs or MOUs shall be approved by the CEOB and the Board within six (6) months of the expiration dates of the IFAs or MOUs. Renewals shall be reduced to writing and submitted to the PARTNERs.

Timelines

6 months*	5 months*	4 months*	3 months*	2 months*	1 month*
CEOB & Board or Committees develop amendments/ renewals.	CEOB and Board approve amendments/ renewals & send to PARTNERs.	PARTNERs review amendments/ renewals and provide feedback.	CEOB & Board or Committees review feedback and prepare drafts of amendments/ renewals.	CEOB & Board approve finalized amendments/ renewals.	Amendments/ Renewals are Signed by all parties.

* Prior to expiration of the IFAs or MOUs.

(3) Infrastructure Funding Agreement

The funding source that will provide the financial support for PARTNER's participation will be determined in the IFA.

(4) Accessibility

Accessibility to the services provided by the American Job Centers and all PARTNER agencies is essential to meeting the requirements and goals of the GNWDA American Job Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of any classification protected under state or federal law.

Physical Accessibility
AJCs will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services are available in convenient, high traffic, and accessible locations, taken into account include reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

The GNWDB will work with the Nebraska Workforce Development Board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility.

Information must be clearly marked and compliant with Section 508 of the Rehabilitation Act of 1973 (as amended). PARTNERs will comply with the Plain Writing Act of 2010 (Pub. Law 111-274); which requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

PARTNERs should either have their own web presence via a website and/or the use of social media.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All PARTNERs agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All PARTNERs agree that they will not discriminate in their employment practices or services, and will comply with all applicable local, state, and federal statutes, regulations, and mandates regarding civil rights, equal opportunity employment, and nondiscrimination. PARTNERs must assure that they have policies and procedures in place to address nondiscrimination, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. PARTNERs further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All PARTNERs will cooperate with compliance monitoring that is conducted at the Local level to ensure that all American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the American Job Center network.

(5) Data Sharing

Data Sharing

PARTNERs agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

PARTNERs further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. PARTNERs acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by PARTNERs will be subject to the following:

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All American Job Center and PARTNER staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

(6) Assurances

[Reserved]

(7) General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER's statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution.

Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and local plans and standards of quality service for its customers, employees and other participating PARTNERs:

A. PARTNER will deliver high quality services through the AJC delivery system.
B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances, or may be referred to the appropriate entity for review.

MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
C. Any voter registration activity.

Risk of Loss

A. If PARTNER is a state agency, it is self-insured.
B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERs shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

Drug Free Workplace Provisions

PARTNER shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

Statement of Confidentiality of Program Information

A. To safeguard information exchanged via this MOU (in addition to the Data Sharing requirements in this MOU):
    1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or re-disclosure of information provided to them through this MOU.
    2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERs.
    3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
    4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.
    5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
    6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.

B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
    1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:
        a. Sign off of or password protect computers when they are not in use,

b. Encrypt or password-protect confidential or sensitive files, and
c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.

2. Ensure that only authorized persons will have access to exchanged information.
3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

Public Record Statement

This document is a public record.

Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB's ability to provide other essential services. To the extent permitted by law, PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER's employees suffer in the performance of this MOU.

Points of Contact

The following individuals are designated to be the Points of Contact (POC) for the parties:

For NDOL:	
Maryanne Bradfield, Deputy Commissioner for Reemployment Services PO Box 94600 550 South 16th Street Lincoln, NE 68508	Phone: (402) 471-9948 Email: maryanne.bradfield@nebraska.gov

For PARTNER: Adult, Dislocated Worker, and Youth Programs (WIOA Title I)	
Workforce Services Coordinator 550 South 16th Street Lincoln, NE 68508	Phone: (402) 471-9828
For PARTNER: Wagner-Peyser Employment Services (WIOA Title III)	
Workforce Services Coordinator 550 South 16th Street Lincoln, NE 68508	Phone: (402) 471-9828

For PARTNER: Jobs for Veterans' State Grants (JVSG)		
Workforce Services Coordinator 550 South 16th Street Lincoln, NE 68508	Phone:	(402) 471-9828
For PARTNER: Trade Adjustment Assistance (TAA)		
Workforce Services Coordinator 550 South 16th Street Lincoln, NE 68508	Phone:	(402) 471-9828

Auditor of Public Accounts
PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat.* §84-305 including, but not limited to, books, accounts, vouchers, records and expenditures.

(8) Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

8-26-2020 — Date
LISA WILSON, Chair
Greater Nebraska Workforce Development Board

9-1-2020 — Date
PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

7-28-2020 — Date
JOHN H. ALBIN, Commissioner
Department of Labor

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor — Date 7/23/2020

KATIIE S. THURBER, General Counsel
Nebraska Department of Labor — Date 7/27/2020

Katie

MARY ANNE BRADFIELD, Deputy Commissioner for Reemployment on behalf of the Greater NE Administrative Entity
Nebraska Department of Labor — Date 7/22/2020

ATTACHMENTS:
A – Basic Career Services – Grand Island
B – Basic Career Service – Beatrice
C – Individualized Career Services – Grand Island
D – Individualized Career Services – Beatrice
E – Infrastructure Funding Agreement & Funding Matrix

Attachment A – Basic Career Services – Grand Island

Required or Optional One-stop Partner *OS = On Site* *DL = Direct Linkage* *NA = Not Applicable* ***Partner responses received as of 04-27-2017***	1. Eligibility for Title IB	2. Outreach, intake, orientation	3. Initial Skills Assessment	4. Labor exchange services	5. Referral and coordination with other programs	6. Workforce and labor market information	7. Performance and cost information for Eligible Training Providers and programs	8. Local Area performance information	9. Information on the availability of supportive services	10. Information and meaningful assistance with UI claims	11. Assistance establishing eligibility for financial aid for non-WIOA training and education
Adult Education and Family Literacy Act (AEFLA) program (WIOA Title II)	NA	DL	DL	DL	DL	DL	NA	DL	DL	NA	NA
Adult, Dislocated Worker, and Youth programs (WIOA Title IB)	OS	OS	OS	OS	OS	OS	OS	OS	OS	OS	NA
Career and technical education programs at the postsecondary level	NA	DL	DL	DL	DL	DL	NA	DL	DL	NA	NA
Employment and training activities carried out by the Department of Housing and Urban Development	NA	DL	NA	NA	DL	NA	NA	NA	DL	NA	NA
Employment and training activities carried out under the Community Services Block Grant	NA	DL	DL	NA	DL	NA	NA	NA	DL	NA	NA
Ex-offender (Second Chance Act) programs	NA	DL	DL	NA	DL	NA	NA	NA	DL	NA	NA
Job Corps (WIOA Title IC)	DL	DL	DL	NA	DL	DL	NA	NA	DL	NA	NA
Jobs for Veterans State Grants programs	NA	OS	NA	OS	OS	OS	NA	NA	OS	NA	OS
Migrant and Seasonal Farmworker programs (WIOA Title ID)	DL	DL	DL	NA	DL	NA	DL	NA	DL	NA	DL
Native American programs (WIOA Title ID)	NA	DL	NA	NA	DL	DL	NA	DL	DL	DL	DL
Programs authorized under Nebraska's Unemployment Compensation law	NA	NA	NA	NA	NA	NA	NA	NA	NA	OS	NA
Senior Community Service Employment Program	NA	OS	OS	NA	OS	DL	NA	NA	OS	DL	DL
Trade Adjustment Assistance activities	NA	OS	OS	NA	OS	OS	NA	NA	OS	NA	NA
Nebraska Vocational Rehabilitation Program (WIOA Title IV)	NA	OS	DL	NA	OS	DL	NA	DL	DL	NA	NA
Nebraska Commission for the Blind and Visually Impaired (WIOA Title IV)	NA	DL	DL	NA	DL	DL	NA	DL	DL	NA	NA
Wagner-Peyser Act Employment Service program (WIOA Title III)	NA	OS	NA	OS	OS	OS	NA	NA	OS	OS	NA
Work, education, and training activities carried out by the Temporary Assistance for Needy Families (TANF) program	NA	OS	DL	NA	OS	NA	DL	NA	OS	NA	DL
YouthBuild programs (WIOA Title ID)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Attachment B – Basic Career Service - Beatrice

Required or Optional One-stop Partner *OS = On Site* *DL = Direct Linkage* *NA = Not Applicable* ***Partner responses received as of 04-27-2017***	1. Eligibility for Title IB	2. Outreach, intake, orientation	3. Initial Skills Assessment	4. Labor exchange services	5. Referral and coordination with other programs	6. Workforce and labor market information	7. Performance and cost information for Eligible Training Providers and programs	8. Local Area performance information	9. Information on the availability of supportive services	10. Information and meaningful assistance with UI claims	11. Assistance establishing eligibility for financial aid for non-WIOA training and education
Adult Education and Family Literacy Act (AEFLA) program (WIOA Title II)	NA	DL	DL	DL	DL	DL	NA	DL	DL	NA	NA
Adult, Dislocated Worker, and Youth programs (WIOA Title IB)	OS	OS	OS	OS	OS	OS	OS	OS	OS	OS	NA
Career and technical education programs at the postsecondary level	NA	DL	DL	DL	DL	DL	NA	DL	DL	NA	NA
Employment and training activities carried out by the Department of Housing and Urban Development	NA	DL	NA	NA	DL	NA	NA	NA	DL	NA	NA
Employment and training activities carried out under the Community Services Block Grant	NA	DL	DL	NA	DL	NA	NA	NA	DL	NA	NA
Ex-offender (Second Chance Act) programs	NA	DL	DL	NA	DL	NA	NA	NA	DL	NA	NA
Job Corps (WIOA Title IC)	DL	DL	DL	NA	DL	DL	NA	NA	DL	NA	NA
Jobs for Veterans State Grants programs	NA	OS	NA	OS	OS	OS	NA	NA	OS	NA	OS
Migrant and Seasonal Farmworker programs (WIOA Title ID)	DL	DL	DL	NA	DL	NA	DL	NA	DL	NA	DL
Native American programs (WIOA Title ID)	NA	DL	NA	NA	DL	DL	NA	DL	DL	DL	DL
Programs authorized under Nebraska's Unemployment Compensation law	NA	NA	NA	NA	NA	NA	NA	NA	NA	OS	NA
Senior Community Service Employment Program	NA	OS	OS	NA	OS	DL	NA	NA	OS	DL	DL
Trade Adjustment Assistance activities	NA	OS	OS	NA	OS	OS	NA	NA	OS	NA	NA
Nebraska Vocational Rehabilitation Program (WIOA Title IV)	NA	OS	DL	NA	OS	DL	NA	DL	DL	NA	NA
Nebraska Commission for the Blind and Visually Impaired (WIOA Title IV)	NA	DL	DL	NA	DL	DL	NA	DL	DL	NA	NA
Wagner-Peyser Act Employment Service program (WIOA Title III)	NA	OS	NA	OS	OS	OS	NA	NA	OS	OS	NA
Work, education, and training activities carried out by the Temporary Assistance for Needy Families (TANF) program	N/A	OS	DL	NA	OS	NA	DL	NA	OS	NA	DL
YouthBuild programs (WIOA Title ID)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Attachment C – Individualized Career Services – Grand Island

OS = On Site DL = Direct Linkage NA = Not Applicable -- = Empty Cell

Required or optional one-stop partner	1 Comprehensive and specialized assessments	2 Development of an individual employment plan or individual service strategy	3 Group counseling	4 Individual counseling	5 Career planning	6 Short-term pre-vocational services	7 Internships and work experience	8 Workforce preparation activities	9 Financial literacy services	10 Out-of-area job search assistance	11 English language acquisition	12 Follow-up services for adult and dislocated workers
Adult Education and Family Literacy Act (AEFLA) program (WIOA Title II)	DL	DL	NA	DL	DL	NA	NA	DL	NA	DL	DL	NA
Adult, Dislocated Worker, and Youth programs (WIOA Title IB)	OS	OS	DL	DL	OS	OS	OS	OS	DL	OS	OS	OS
Career and technical education programs at the postsecondary level	DL	NA	NA	NA	DL	NA	DL	DL	NA	DL	NA	NA
Employment and training activities carried out by the Department of Housing and Urban Development	NA	NA	NA	DL	NA	NA	NA	NA	DL	NA	NA	NA
Employment and training activities carried out under the Community Services Block Grant	NA	NA	NA	NA	NA	NA	NA	NA	DL	NA	NA	NA
Ex-offender (Second Chance Act) programs	DL	NA	DL	DL	DL	NA	NA	DL	NA	NA	NA	NA
Job Corps (WIOA Title IC)	DL	DL	DL	DL	DL	DL	DL	DL	DL	DL	NA	NA
Jobs for Veterans State Grants programs	OS	OS	NA	OS	OS	NA	NA	NA	NA	NA	NA	NA
Migrant and Seasonal Farmworker programs (WIOA Title ID)	DL	DL	NA	DL	DL	DL	DL	DL	DL	DL	DL	DL
Native American programs (WIOA Title ID)	NA	DL	NA	DL	DL	DL	DL	DL	NA	DL	NA	DL
Programs authorized under Nebraska's Unemployment Compensation law	DL	NA	NA	NA	NA	NA	NA	NA	NA	DL	NA	NA
Senior Community Service Employment Program	NA	OS	OS	NA	DL	NA	NA	NA	OS	NA	DL	NA
Trade Adjustment Assistance activities	OS	OS	NA	OS	OS	NA	NA	NA	NA	OS	NA	NA
Nebraska Vocational Rehabilitation Program (WIOA Title IV)	OS	OS	NA	OS	OS	OS	OS	OS	OS	NA	NA	OS
Nebraska Commission for the Blind and Visually Impaired (WIOA Title IV)	DL	DL	DL	DL	DL	DL	DL	DL	DL	DL	DL	NA
Wagner-Peyser Act Employment Service program (WIOA Title III)	OS	OS	NA	OS	OS	NA	NA	NA	NA	NA	NA	NA
Work, education, and training activities carried out by the Temporary Assistance for Needy Families (TANF) program	DL	DL	NA	DL	DL	DL	DL	DL	DL	DL	NA	NA
YouthBuild programs (WIOA Title ID)	--	--	--	--	--	--	--	--	--	--	--	--

Attachment D – Individualized Career Services – Beatrice

OS = On Site DL = Direct Linkage NA = Not Applicable -- = Empty Cell

Required or optional one-stop partner	1 Comprehensive and specialized assessments	2 Development of an individual employment plan or individual service strategy	3 Group counseling	4 Individual counseling	5 Career planning	6 Short-term prevocational services	7 Internships and work experience	8 Workforce preparation activities	9 Financial literacy services	10 Out-of-area job search assistance	11 English language acquisition	12 Follow-up services for adult and dislocated workers
Adult Education and Family Literacy Act (AEFLA) program (WIOA Title II)	DL	DL	NA	DL	DL	NA	NA	DL	NA	DL	DL	NA
Adult, Dislocated Worker, and Youth programs (WIOA Title IB)	OS	OS	DL	DL	OS	OS	OS	OS	DL	OS	OS	OS
Career and technical education programs at the postsecondary level	DL	OS	DL	DL	OS	OS	OS	OS	DL	DL	NA	NA
Employment and training activities carried out by the Department of Housing and Urban Development	NA	NA	NA	DL	NA	NA	NA	NA	DL	NA	NA	NA
Employment and training activities carried out under the Community Services Block Grant	NA	NA	NA	NA	NA	NA	NA	NA	DL	NA	NA	NA
Ex-offender (Second Chance Act) programs	DL	NA	DL	DL	DL	NA	NA	DL	NA	NA	NA	NA
Job Corps (WIOA Title IC)	DL	DL	DL	DL	DL	DL	DL	DL	DL	DL	NA	NA
Jobs for Veterans State Grants programs	OS	OS	NA	OS	OS	NA	NA	NA	NA	NA	NA	NA
Migrant and Seasonal Farmworker programs (WIOA Title ID)	DL	DL	NA	DL	DL	DL	DL	DL	DL	DL	DL	DL
Native American programs (WIOA Title ID)	NA	DL	NA	DL	DL	DL	DL	DL	NA	DL	NA	DL
Programs authorized under Nebraska's Unemployment Compensation law	DL	NA	NA	NA	NA	NA	NA	NA	NA	DL	NA	NA
Senior Community Service Employment Program	NA	OS	OS	NA	DL	NA	NA	NA	OS	NA	DL	NA
Trade Adjustment Assistance activities	OS	OS	NA	OS	OS	NA	NA	NA	NA	OS	NA	NA
Nebraska Vocational Rehabilitation Program (WIOA Title IV)	OS	OS	NA	OS	OS	OS	OS	OS	OS	OS	NA	NA
Nebraska Commission for the Blind and Visually Impaired (WIOA Title IV)	DL	DL	DL	DL	DL	DL	DL	DL	DL	DL	DL	NA
Wagner-Peyser Act Employment Service program (WIOA Title III)	OS	OS	NA	OS	OS	NA	NA	NA	NA	NA	NA	NA
Work, education, and training activities carried out by the Temporary Assistance for Needy Families (TANF) program	DL	DL	NA	DL	DL	DL	DL	DL	DL	DL	NA	NA
YouthBuild programs (WIOA Title ID)	--	--	--	--	--	--	--	--	--	--	--	--

ATTACHMENT E

INFRASTRUCTURE FUNDING AGREEMENT
OF THE
MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA DEPARTMENT OF LABOR

Adult, Dislocated Worker, and Youth (WIOA Title I)
Wagner-Peyser Employment Services (WIOA Title III)
Jobs for Veterans' State Grants (JVSG) (38 USC Chapter 41)
Trade Adjustment Assistance (TAA)

THIS INFRASTRUCTURE FUNDING AGREEMENT (IFA) is entered into between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and **Nebraska Department of Labor** (PARTNER), upon the date of signature by all such parties.

WHEREAS, GNWDB, GNCEOB, and PARTNER have entered into a Memorandum of Understanding (MOU) with an effective date of July 1, 2020 through June 30, 2023.

WHEREAS, Attachment E to the original MOU is this Infrastructure Funding Agreement (IFA), which is incorporated into and made part of the original MOU.

AGREEMENT:

Premised on the Recitals above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

I – Overview.

In general, Section 121 of the Workforce Innovation and Opportunity Act (WIOA) requires establishment of one-stop delivery systems, which includes developing and entering into memorandum(s) of understanding with one-stop partners providing services in the one-stop delivery system. Such memorandum(s) of understanding must include provisions describing agreed upon funding of infrastructure costs in accordance with Section 121(h) of WIOA. Provisions on Legal Authority are included in the original MOU, and this IFA is prepared in accordance with such provisions.

II – Infrastructure Costs.

As provided in applicable law and policy, infrastructure costs include non-personnel costs that are necessary for the general operation of the one-stop center. These non-personnel costs include, but are not limited to: applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

III – One-Stop Partners.

One-stop partners are identified in the "Parties to the MOU" section of the original MOU (One-Stop Partners).

IV – Term and Termination.

This IFA is effective July 1, 2020 through June 30, 2023. This IFA may terminate upon the occurrence of any or all of the following: (a) upon notice from PARTNER of loss of funding source designated to pay costs under this IFA; (b) upon thirty (30) days written notice from one party to the others; or (c) should the IFA be declared void or unenforceable by final order of a court of competent jurisdiction.

V – Amendments.

The IFA may be amended or extended by mutual, written agreement of the parties. Adjustments to Costs to PARTNER determined through the reconciliation process described in Section XI – Cost Reconciliation and Update of this IFA do not require a written amendment to the IFA.

VI – Cost Allocation Methodology.

The parties agree that the cost allocation formula will be based on customers served as reported by PARTNER in the American Job Center (AJC) location(s) identified in the MOU. The funds contributed support the resource rooms in the AJC, and comprise the costs of lease, facility maintenance, property and casualty insurance, cleaning services, utilities, and equipment.

VII – Costs to PARTNER or Financial Commitment.

The financial commitment of PARTNER and cost allocation formula which produced the amount is included in the attached document, labeled Funding Matrix, which is incorporated herein, by this reference. The original MOU identifies One-Stop partners, and the Funding Matrix provides the Infrastructure Cost applicable to each One-Stop partner for the period identified on the Funding Matrix. The Funding Matrix will be updated every six months, subject to Cost Reconciliation and Update, as specified in Part XI of this IFA.

VIII – Eligible Contributions.

Contributions may be made in the form of cash, non-cash, or third-party in-kind, as provided and defined in applicable law. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with 2 CFR §200.306.

IX – Method of Payment of Contributions.

PARTNER shall make payment of contributions to GNWDB through the Administrative Entity, Nebraska Department of Labor, Office of Finance (Administrative Entity).

X – Schedule of Contributions.

PARTNER's payments shall be submitted quarterly, unless a different schedule of PARTNER's payments is coordinated with, and agreed to by, the Administrative Entity.

XI – Cost Reconciliation and Update.

Costs to PARTNER, as set out in section VII above, will be reviewed and reconciled against actual costs periodically, as set forth herein.

Reconciliation will take place at least once every six (6) months during the term of the IFA to review the allocation methodology and update the number of customers served to assure that PARTNER's costs are proportionate to the benefit received. Such reconciliation will be completed in accordance with the following process:

> PARTNER will provide the GNWDB with the actual number of customers served (per the last day of the last month of the applicable 6 month period) no later than fifteen (15) days after the end of the six month period.

When customer served information is obtained by all One-Stop partners, GNWDB will prepare an updated budget document showing cost adjustments, and will prepare an invoice for each One-Stop partner with the actual costs allocable for the six month period. The timeliness of preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each One-Stop partner in providing the necessary information to the GNWDB.

Upon receipt of the invoice and adjusted budget, PARTNER will review both documents and will submit payment no later than thirty (30) days following the date of the invoice. Payment of the invoice signifies agreement with the costs in the adjusted budget.

PARTNER will communicate any dispute regarding costs on the invoice or in the adjusted budget to the GNWDB, in writing. The GNWDB will review the dispute, and respond to PARTNER in a timely manner. When necessary, the Board will update and submit a new invoice upon resolution of the dispute.

XII – Consensus.

The parties will actively participate in IFA negotiations in a good faith effort to reach agreement. The steps to reach consensus are provided in the MOU, under the heading, Procedure followed by Board.

XIII – Dispute and Impasse Resolution; Appeal.

20 CFR §678.755 requires identification of the process to be used among One-Stop partners to resolve issues when consensus cannot be reached. The parties agree that all disputes and impasses shall first be attempted to be resolved informally. Should informal resolution efforts fail; the parties agree to follow the most recent effective State WIOA Policy on Memorandums of Understanding and Funding Agreements (Policy). The GNCEOB will set a Benchmark Date from which dates will be measured in accordance with the Policy.

The parties understand that if an impasse occurs, the State Funding Mechanism (SFM) will take effect, as detailed in the Policy. As stated in the Policy, if the SFM takes effect, written appeals of contribution amounts may be made in accordance with such Policy.

[*remainder of page left blank*]

[*signature page follows*]

ACCEPTANCE PROVISIONS:

IN WITNESS WHEREOF, the parties have executed this Amendment, each duly authorized to do so, effective on the date of signature.

8-26-2020
Date

LISA WILSON, Chair
Greater Nebraska Workforce Development Board

8-28-2020
Date

PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

9-8-2020
Date

JOHN H. ALBIN, Commissioner
Department of Labor

REVIEWED AND APPROVED BY:

KIM SCHREINER, Controller
Nebraska Department of Labor
7/23/2020
Date

MARY ANNE BRADFIELD, Deputy Commissioner for Reemployment
Nebraska Department of Labor
7/22/2020
Date

KATIE S. THURBER, General Counsel
Nebraska Department of Labor
7/27/2020
Date

IFA FUNDING MATRIX
JULY 1, 2020 THROUGH DECEMBER 31, 2020

Partner Allocation	Customers Served (July 1, 2020-December 31, 2020 Agreements)			Percentage		Infrastructure Cost		Total (6 Months)			Quarterly Payment Schedule		
Partner Program	Grand Island	Beatrice	Total	Grand Island	Beatrice	Grand Island	Beatrice	Grand Island	Beatrice	Total	Jul-Sept 2020	Oct- Dec 2020	Total
Blue Valley Community Action Partnership	0	62	62	0.00%	1.66%	$0.00	$6.95	$0.00	$41.70	**$41.70**	$20.85	$20.85	$41.70
Central Community Action Partnership	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00
Central Community College (CTE)	1413	0	1413	29.06%	0.00%	$167.91	$0.00	$1,007.44	$0.00	**$1,007.44**	$503.72	$503.72	$1,007.44
Community Action Partnership of Mid-Nebraska	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00
Fairbury Housing Authority	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00
Housing Authority of the County of Scottsbluff	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00
Ponca Tribe	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00
Mid-Plains Community College (CTE)	2	2	4	0.04%	0.05%	$0.24	$0.22	$1.43	$1.35	**$2.77**	$1.39	$1.39	$2.77
National Able Network, SCSEP	36	12	48	0.74%	0.32%	$4.28	$1.35	$25.67	$8.07	**$33.74**	$16.87	$16.87	$33.74
Nebraska Department for Education, CCC/SCC (Adult Ed)	86	86	172	1.77%	2.30%	$10.22	$9.64	$61.32	$57.84	**$119.15**	$59.58	$59.58	$119.15
Nebraska Department of Health and Human Services (TANF)	381	338	719	7.83%	9.04%	$45.27	$37.89	$271.65	$227.31	**$498.96**	$249.48	$249.48	$498.96
Nebraska Department of Labor (WIOA Title 1)	339	338	677	6.97%	9.04%	$40.28	$37.89	$241.70	$227.31	**$469.01**	$234.51	$234.51	$469.01
Nebraska Department of Labor (WP, UI, TRADE, JVSG)	2258	2258	4516	46.43%	60.36%	$268.32	$253.09	$1,609.91	$1,518.56	**$3,128.47**	$1,564.24	$1,564.24	$3,128.47
Nebraska VR	117	117	234	2.41%	3.13%	$13.90	$13.11	$83.42	$78.69	**$162.10**	$81.05	$81.05	$162.10
Nebraska Commission for the Blind and Visually Impaired	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00
Northeast Community College (CTE)	11	12	23	0.23%	0.32%	$1.31	$1.35	$7.84	$8.07	**$15.91**	$7.96	$7.96	$15.91
Northeast Nebraska Community Action Partnership	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00
Pine Ridge Job Corps	6	4	10	0.12%	0.11%	$0.71	$0.45	$4.28	$2.69	**$6.97**	$3.48	$3.48	$6.97
Proteus	84	85	169	1.73%	2.27%	$9.98	$9.53	$59.89	$57.16	**$117.06**	$58.53	$58.53	$117.06
Siouxland Human Investment Partnership	1	1	2	0.02%	0.03%	$0.12	$0.11	$0.71	$0.67	**$1.39**	$0.69	$0.69	$1.39
Southeast Community College (CTE)	0	297	297	0.00%	7.94%	$0.00	$33.29	$0.00	$199.74	**$199.74**	$99.87	$99.87	$199.74
Southeast Nebraska Community Action Partnership	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00
Western Nebraska Community College (CTE)	129	129	258	2.65%	3.45%	$15.33	$14.46	$91.97	$86.76	**$178.73**	$89.37	$89.37	$178.73
Winnebago Tribe	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	$0.00
Total	4863	3741	8604	100.0%	100%	$562.54	$404.86	**$3,467.22**	**$2,515.92**	**$5,983.14**			**$5,983.14**

Infrastructure Cost (1 Month)	Grand Island	Beatrice	Total
Common Area	$0.00	$0.00	$0.00
Resource Room	$553.87	$369.32	$923.19
Dedicated Phone Lines	$24.00	$50.00	$74.00
Total	$577.87	$419.32	$997.19
Total (1 Month)	$577.87	$419.32	$997.19
Grand Total (6 Months)	$3,467.22	$2,515.92	**$5,983.14**